

SOLICITATION OF OFFERS
ISSUED BY
THE CITY OF EL PASO
FINANCIAL SERVICES / PURCHASING DIVISION

SOLICITATION NO: 2010-057
TITLE: POLICE WEAPONS - M-4 CARBINE STYLE RIFLES
POLICE DEPARTMENT

DATE ISSUED: OCTOBER 20, 2009

An original, signed, sealed, OFFER to furnish the goods and/or services set forth in the SCHEDULE will be received at the place indicated below, until:
2:00 PM, local time, WEDNESDAY, NOVEMBER 11, 2009

NOTICE When used in formal bid solicitations, the terms 'offer' and 'bid', and 'offeror' and 'bidder' are interchangeable.

ADDRESS OFFERS TO:
PURCHASING MANAGER
FINANCIAL SERVICES / PURCHASING DIVISION
CITY OF EL PASO

MAIL TO:

CITY OF EL PASO OR
FINANCIAL SERVICES DEPARTMENT/PURCHASING DIVISION
2 CIVIC CENTER PLAZA, 7TH FLOOR
EL PASO, TX 79901-1196

HAND DELIVER TO:

CITY HALL, 7TH FLOOR
2 CIVIC CENTER PLAZA
FRANKLIN & SANTA FE ST.
EL PASO, TX 79901

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:
DENIESE BAISLEY, PROCUREMENT ANALYST
Telephone: [915] 541-4263 FAX: [915] 541-4347 Email: BAISLEYDX@elpasotexas.gov

EXPIRATION OF OFFERS

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this offer is accepted within NINETY [90] consecutive days from the date set for the receipt of offers.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged:

<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>
A001	_____	A002	_____	A003	_____	A004	_____
A005	_____	A006	_____	A007	_____	A008	_____

OFFER SUBMITTED BY

COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

☐

STREET ADDRESS

☐

P.O. BOX NUMBER

CITY, STATE AND ZIP CODE

☐

TELEPHONE NUMBER

FAX NUMBER

☐

PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

E-Mail address

OFFER EXECUTED BY [PLEASE PRINT]

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

SIGNATURE AND DATE OF OFFER

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT ☒

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NOTICE: PUBLIC DISCLOSURE OF BID INFORMATION

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the **PUBLIC** unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records. The exception that allows the City to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

IMPORTANT NOTICE

If you received your copy of this solicitation from the **BID NET**, or any source other than directly from the City of El Paso, and you plan to respond to it, please notify the City immediately. You will be placed on the active bidders list and will be directly sent all amendments and notices pertaining to the solicitation. It would also be helpful if you would supply a contact person's name along with their telephone number, fax number, and E-mail address.

NOTE: ANY CHANGES IN DUE DATE OR MATERIAL CHANGES FOR ANY RFP'S/SOLICITATIONS WILL BE POSTED ON THE SOLICITATIONS PAGE OF THE CITY OF EL PASO PURCHASING DEPARTMENT'S WEBSITE: http://www.elpasotexas.gov/financial_services/invitations.asp

It is the bidder's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their offer. Please check the website, even after submitting a bid, to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

SECTION A
SCHEDULE OF ITEMS

POLICE WEAPONS - M-4 CARBINE STYLE RIFLES
POLICE DEPARTMENT

BID NUMBER: 2010-057
BID OPENING DATE: 11/11/2009

The City of El Paso is soliciting bids for POLICE WEAPONS - M-4 CARBINE STYLE RIFLES, primarily for the POLICE DEPARTMENT. The City shall order all of its supplies and/or services from one or more successful bidders (contractors) from time to time as needed. Only personnel from POLICE DEPARTMENT are authorized to directly place orders against this Contract. Personnel from other City departments may only utilize this contract with express written authorization from POLICE DEPARTMENT and only if the additional usage is within reasonableness given the total awarded amount of the Contract.

This is a **FIXED-PRICE, SINGLE PURCHASE (ONE-TIME)** procurement.

NOTE 1: **BIDDERS ARE REQUIRED TO SUBMIT OFFERS ON THE PRESCRIBED FORM(S) (UNALTERED). OFFERS SUBMITTED ON OTHER THAN THE PRESCRIBED FORM(S) MAY BE CONSIDERED INCOMPLETE OR NON-RESPONSIVE. FAILURE TO FURNISH REQUIRED DOCUMENTATION WITH THE BID MAY RESULT IN THE BID BEING DEEMED INCOMPLETE AND NON-RESPONSIVE, RESULTING IN REJECTION.**

NOTE 2: **THE CITY IS NOT RESPONSIBLE FOR LOCATING OR SECURING ANY INFORMATION THAT IS NOT IDENTIFIED IN THE OFFER AND REASONABLY AVAILABLE TO THE CITY, AND THE CITY WILL NOT BE RESPONSIBLE FOR LOCATING OR SECURING INFORMATION NOT INCLUDED WITH THE OFFER. IN CONDUCTING ITS ASSESSMENT THE CITY MAY USE DATA PROVIDED BY THE BIDDER AND DATA OBTAINED FROM OTHER SOURCES, BUT WHILE THE CITY MAY ELECT TO CONSIDER DATA OBTAINED FROM OTHER SOURCES THE BURDEN OF PROVIDING THOROUGH AND COMPLETE INFORMATION RESTS WITH THE BIDDER.**

NOTE 3: **THE CITY MAY ACCEPT THE LOWEST RESPONSIBLE AND RESPONSIVE BID BASED ON THE TABULATION OF ANY ONE, COMBINATION OR ALL OF THE BASE BID(S), ALTERNATE BID(S), AND/OR OPTIONAL BID(S) BASED ON THE MOST ADVANTAGEOUS PROJECT BID THAT IS DESIRED BY THE CITY DEPARTMENT INVOLVED AND THAT THE CITY COUNCIL IN THEIR SOLE JUDGMENT DETERMINES IS IN THE CITY'S BEST INTEREST AND BENEFIT.**

NOTE 4: **AT ANY TIME DURING THE TERM OF THE CONTRACT THE PURCHASING MANAGER OR DESIGNATED PERSONNEL MAY INCREASE OR DECREASE THE SCOPE OF SUPPLIES AND OR SERVICES AS HE MAY FIND NECESSARY TO ACCOMPLISH THE GENERAL PURPOSE OF THE CONTRACT.**

NOTE 5: **ALL GOODS AND SERVICES DELIVERED SHALL COMPLY WITH THE SPECIFICATIONS SET FORTH IN SECTION B. DESCRIPTIVE LITERATURE CONTAINING SUFFICIENT INFORMATION TO DETERMINE PRODUCT COMPLIANCE WITH SPECIFICATIONS MUST ACCOMPANY BID. THE CITY OF EL PASO RESERVES THE RIGHT TO REQUEST SAMPLES FROM BIDDER(S) PRIOR TO AWARD OF CONTRACT.**

BIDDER'S [COMPANY] NAME _____

NOTE 6: BIDDER MUST SUBMIT WITH HIS OFFER A COPY OF THE COMPANY'S ORGANIZATION CERTIFICATE ISSUED BY THE SECRETARY OF STATE OF THE STATE IN WHICH THE BIDDER/PROPOSER WAS ORGANIZED. ALSO, A DBA CERTIFICATE MUST BE PROVIDED IF THE BIDDER/PROPOSER USED A TRADE NAME IN THE SOLICITATION DOCUMENTS OTHER THAN THE NAME UNDER WHICH THE COMPANY WAS ORGANIZED. FURTHER, THE BIDDER/PROPOSER MUST FILL OUT THE AFFIDAVIT IN SECTION D STATING WHAT NAMES THE COMPANY USES AND HAS USED IN THE PAST AND ATTEST THAT ALL SUCH NAMES DESCRIBE THE COMPANY CURRENTLY SUBMITTING A BID OR PROPOSAL.

NOTE 7: IN ADDITION TO ANY OTHER DISCOUNT, THE CITY IS ENTITLED TO A DEDUCTION FOR FEDERAL EXCISE TAX IF IT IS INCLUDED ON THE MANUFACTURER'S PUBLISHED PRICE LIST FOR APPLICABLE ITEMS, AND CONTRACTOR MUST INVOICE ACCORDINGLY. A FEDERAL TAX EXEMPTION CERTIFICATION WILL BE PROVIDED BY THE CITY, UPON REQUEST.

NOTE 8: ANY MANUFACTURER NAMES, TRADE NAMES, BRAND NAMES, OR CATALOG NUMBERS USED IN THESE SPECIFICATIONS ARE FOR THE PURPOSE OF DESCRIBING AND ESTABLISHING MINIMUM REQUIREMENTS OR LEVEL OF QUALITY AND DESIGN REQUIRED. THEY ARE IN NO WAY INTENDED TO PROHIBIT THE BIDDING OF OTHER MANUFACTURERS' ITEMS OF EQUAL MATERIAL AND QUALITY OR MEANT TO EXCLUDE ANY OTHER MAKE AND MODEL FROM BEING CONSIDERED. VENDORS WHO WISH TO BID A FUNCTIONALLY EQUIVALENT ITEM(S) WHICH MEETS OR EXCEEDS THE SPECIFICATIONS MUST FURNISH WITH THE BID DESCRIPTIVE LITERATURE CONTAINING SUFFICIENT INFORMATION TO DETERMINE PRODUCT COMPLIANCE.

BIDDER'S [COMPANY] NAME _____

BID FORM

ITEM	*ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1,145 EA	M-4 CARBINE STYLE RIFLE	\$ _____	\$ _____

OPTIONS

ITEM	*ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
1.	AS NEEDED	SUREFIRE G2 FLASHLIGHT (L.E.D.)	\$ _____
2.	AS NEEDED	COMMAND ARMS ACCESSORIES G2 PRESSURE SWITCH	\$ _____
3.	AS NEEDED	COMMAND ARMS ACCESSORIES QUICK DETACH RAIL FLASHLIGHT HOLDER	\$ _____
4.	AS NEEDED	COMMAND ARMS ACCESSORIES TRIPLE RAIL MOUNT	\$ _____

BIDDER'S [COMPANY] NAME _____

2010-057 POLICE WEAPONS - M-4 CARBINE STYLE RIFLES

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OPTION TO PURCHASE ADDITIONAL QUANTITY OF ITEMS*NOTE: NOT AN AWARD FACTOR – CHECK ALL APPROPRIATE BOXES*

The City at its sole discretion, may exercise any option to purchase an additional quantity of items by giving the Contractor written notice within the time period noted on the selected options.

Bidder offers the City the option of purchasing one hundred percent (100%) of the original contract quantities, at the same unit price, if the option is exercised within:

- | | | |
|--|------------------------------|-----------------------------|
| A. Sixty [60] days from date of award of the contract. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| B. Ninety [90] days from date of award of the contract. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| C. One-hundred and eighty [180] days from date of award of the contract. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| D. NO OPTION OFFERED <input type="checkbox"/> | | |

PROMPT PAYMENT

Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices are to be submitted in single copy to the appropriate Department.

PAYMENT TERMS: Please mark appropriate block.

- | | |
|----------------------|--------------------------|
| _____ % - 10 Days | <input type="checkbox"/> |
| _____ % - 20 Days | <input type="checkbox"/> |
| _____ % - 30 Days | <input type="checkbox"/> |
| <u>Net</u> - 30 Days | <input type="checkbox"/> |

LATE PAYMENTS

Late Payment fees will incur at the State of Texas statutory rate.

ADDITIONAL PAYMENT TERMS

The City of El Paso may authorize payment through the City's Procurement Card Program for goods and/or services ordered under the contract resulting from this Solicitation.

Bidder agrees to accept payment by procurement card:

- YES ☐
- NO ☐

BIDDER'S [COMPANY] NAME _____

REMITTANCE ADDRESS

If remittance address is different from address shown on the face of the solicitation form, complete the following:

REMIT TO: _____

ATTN: _____

MAIL ADDRESS: _____

CITY'S REQUIRED DELIVERY

Delivery shall be made within (90) Ninety consecutive calendar days subsequent to the receipt by the contractor of a written notice of award, or purchase order, as evidenced by the date of receipt shown on the US Postal Service domestic return receipt or facsimile.

In cases of emergency delivery must be made within _____ hours or the next morning.

The City understands that all parts may not be available in this time frame, in which case delivery of eighty percent (80%) of the parts ordered in this time frame will be considered in compliance.

BIDDER'S PROMISED DELIVERY

Pursuant to the above requirements in the Required Delivery section, bidder's promised delivery is:

Within _____ consecutive calendar days

Within _____ hours or overnight after receipt of verbal order in cases of emergency

NOTE: If bidder does not specify an earlier delivery, the City's required delivery shall prevail. A delivery date later than the City's required delivery may be cause for rejection of the bid.

METHOD OF ORDERING/DELIVERIES

Each order will be placed by the ordering entity "as required" between the hours of 8:00a.m. to 5:00p.m. Monday through Friday. The following procedure will be utilized.

1. Phone call will be initiated to Contractor. Contractor will be advised if the City is going to pick up materials or if the order is to be delivered.
2. Description of supplies that are needed will be communicated over the phone.
3. At the time of call, the ordering clerk on duty will provide an internal order number describing requested supplies.

BIDDER'S [COMPANY] NAME _____

4. If the Contractor does not have order in stock, the Contractor must be able to supply within 48 hours of verbal notification.
5. The Contractor agrees that no deliveries will be made unless they are in receipt of a properly executed Purchase Order or Procurement Card authorization issued by the City of El Paso for the supplies to be delivered. The City is under no obligation to pay any vendor for delivery of goods or services without receipt of a Purchase Order or Procurement Card authorization.

DELIVERY RECEIPT AND RETURNS

Receipt and Documentation:

1. An official City Purchase Order or Procurement Card authorization is required prior to making any deliveries.
2. Contractors will make reference to City Purchase Order number if applicable on all invoices. This will serve as an accounting check for parts received.

Returned Items:

1. Defective item shall be returned as soon as possible and replaced, or returned for full credit, if correct item is not available.
2. Incorrect item shall be returned as soon as possible and replaced, or returned for full credit, if correct item is not available.
3. Contractor shall be responsible for freight to return defective or incorrect items.
4. The City will only accept responsibility for re-stocking fees that are the result of an ordering error made by the City.

DELIVERY LOCATION

F.O.B. DOCK, POLICE CENTRAL SUPPLY – 911 N. RAYNOR, EL PASO, TEXAS 79903

URGENT DELIVERY REQUIREMENTS

Items that the ordering department has identified as urgent requirements must be delivered within four hours or the next morning. If this requirement cannot be met the Contractor shall notify the ordering department immediately upon determining that they cannot meet the required delivery time. If the Contractor fails to deliver an urgent requirement item in the required time the ordering department may purchase the item from another source capable of making the delivery within the original delivery time. If it costs the City a premium for the item or the freight-in to meet the required delivery schedule those costs to the City that are in excess of the original Contractor's offered price may be deducted from the Contractor's next invoice against the subject contract.

BIDDER'S [COMPANY] NAME _____

EMERGENCY DELIVERY AND REQUIREMENTS

Emergency delivery (After-hours, Holidays, and Weekends) of parts may be required in some instances. The contractor must be able to respond and provide such parts. The contractor will be compensated the actual cost of premium time and transportation, to effect emergency delivery, when specifically authorized by the ordering department. The contractor is asked to provide after-hours/emergency contact(s).

CONTACT PERSON: _____ PHONE: _____

ALTERNATE: _____ PHONE: _____

COPIES REQUIRED

ONE COMPLETE ORIGINAL COPY (signed in blue ink), and ONE COPY of the BID PACKAGE are required, unless otherwise stated in Section B. Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. The bidder shall submit the bid on the forms (UNALTERED) as furnished by the City. All bids shall contain the following:

1. Those pages on which you are required to fill in prices, furnish other information, or which call for a signature and those pages which include the City of El Paso Standard Contract Clauses (Section C), and
2. Any other information requested.

The submission or attachment of company "Quotation Forms" or any other documents containing alternative terms and / or conditions is not acceptable and may result in your bid being deemed non-responsive. Unauthorized additions, serious omissions, bids that do not contain a unit price where required or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous are not acceptable and may result in your bid being deemed non-responsive. Refer to Section F, Item 1.

CONE OF SILENCE

“Cone of Silence” is imposed upon each RFP, RFQ or Bid after advertising and terminates at the time the Purchasing Manager places a written recommendation on City Council Agenda. The Cone of Silence prohibits any communication regarding RFPs, RFQs or Bids between, among others:

- Potential vendors, service providers, bidders, lobbyists or consultants and City’s professional staff.
- Potential vendors, service providers, bidders, lobbyists or consultants, any member of the City’s professional staff, the Mayor, Council Representatives or their respective staff and members of the respective selection committee.

The provisions do not apply to, among other communications:

- Oral communications with the Purchasing Manager or Contract Administrator, provided the communications is limited strictly to matters of process or procedure already contained in the solicitation document;
- The provisions of the Cone of Silence do not apply to oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly notice public meeting, public presentations made to the Mayor and Council Representatives during a duly noticed public meeting; or
- Communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ or bid document.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render that proposer’s or bidder’s RFP, RFQ or bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to the City Attorney.

SECTION B **SPECIFICATIONS**

POLICE WEAPONS - M-4 CARBINE STYLE RIFLES **POLICE DEPARTMENT**

BID NUMBER: 2010-057
BID OPENING DATE: 11/11/2009

GENERAL CONDITIONS

1. **MINIMUM SPECIFICATIONS:** The specifications listed are to be interpreted as meaning the minimum required by the City. Offeror commits to provide goods/services that are consistent with the City's specifications in every regard unless an exception is clearly noted. The City may accept a bid subject to an exception if, in the sole judgment of the City, the bid meets or exceeds the City's specifications. If the goods/services offered do not meet or exceed the City's specifications because of the exception, the City will consider the bid non-responsive.

2. **MATERIALS AND FABRICATION:** Details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer, provided that only materials and workmanship of the highest quality are to be used, and best commercial practice is adhered to in the fabrication of the unit(s). Except as otherwise specified herein, the manufacturer shall be solely responsible for design and construction of the product to meet the stated performance criteria.

3. **REFERENCE TO BRAND NAMES:** Any manufacturer names, trade names, brand names, or catalog numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level of quality and design required, and are in no way intended to prohibit the bidding of other manufacturers' item of equal material and quality.

SPECIFICATIONS

With the continued violence in Mexico, particularly Ciudad Juarez the potential for a response by the El Paso Police Department exists. The City of El Paso is located on the borderline between the United States and Mexico. The City of El Paso is the sixth largest city in state of Texas and the twenty-third largest city in the nation with a population of over 700,000 people. Furthermore, the City of El Paso in combination with its international neighbor city, Ciudad Juarez, Mexico, forms a metropolitan area with a population of over three million people. Because of this, the El Paso-Juarez region is ranked as the largest international border between these two countries.

Due to the close relationship between these two cities, El Paso and Ciudad Juarez, events on either side of the border, Mexico-United States, will have an impact on both sides of the border. Therefore, the continued and escalating drug war has produced spillover of illegal activities from the international neighbor city, Ciudad Juarez, Mexico into the City of El Paso. Prevention, protection, and response in the City of El Paso are responsibility of the El Paso Police Department as the main law enforcement agency capable of 24 hour response.

BIDDER'S [COMPANY] NAME _____

WEAPON SPECIFICATIONS

M-4 Carbine style rifle

Quantity

1,145 rifles

Barrel:

- 14" w/A2 flash suppressor (birdcage)
- 4140 chrome-moly steel style contour
- Manganese Phosphated
- 6 grooves, right-handed 1x 9 twist, button rifle

Chamber:

- 5.56 x 45 mm (.223 Remington)

Method of Operation:

- Gas operated rotating bolt

Bolt & Carrier:

- 8620 Steel bolt carrier, heat treated and plated per Mil spec
- Phosphate steel bolt, heat treated and plated per Mil spec

Upper Receiver:

- A3 Style with detachable carrying handle and rear CSAT sight aperture (No rear sight substitution). Sight adjustable for windage and elevation, forged.
- 7075-T6 aircraft aluminum alloy
- Hand coat anodized per Mil Spec and Teflon coated black
- Dust cover
- Shell deflector
- Round forward assist
- Right hand ejection

Lower Receiver:

- Forged 7075-T6 aircraft aluminum alloy
- Hard coat anodized per Mil spec and Teflon coated black
- Semi-auto trigger group
- Aluminum trigger guard
- Aluminum magazine release button
- Stamped EPPD Inventory number in sequential order on the right side magazine well. EPPD01, EPPD02, EPPD03, etc through the exact amount of rifles purchased.

Sights:

- A2 front sight assembly with the 24/7 tritium front sight must be compatible for the CSAT rear sight. **No substitutions.**

Stock:

- AP4- 6 position, telescoping fiber reinforced polymer

Length:

- Extended: 36 3/8"
- Collapsed: 32 5/8"

Handguard:

- Glacier Guards
 - The AP4 hand guard must accommodate barrels with diameters less than one inch, namely the military AP4 contoured barrel and the industry standard heavy barrel. Made of a high tech, temperature resistant polymer that withstands temperatures greater than 500 degrees which allows the hand guards to resist over-heating after fully-automatic fire for over 200 rounds. The fiber-reinforced polymer must provide additional strength and rigidity and keeps the hand guards' weight at one half pound per pair, compared to the standard .4 pounds per pair.
- Oval, Carbine length
- Aluminum Delta ring

Each weapon shall come with 2 – 30 round aluminum black Teflon coated magazines, 1 – 1.25" Nylon Web 3 point sling. If sling is equipped with quick release buckles, buckle must have 300lbs slide test release; owner's manual, orange safety block, and 1 cleaning kit.

Delivery

Upon award of bid, the vendor must deliver all departmental purchased weapons within 90 days.

OPTIONS:**Light System**

Surefire G2 Flashlight (L.E.D.)
 Command Arms Accessories G2 Pressure Switch
 Command Arms Accessories Quick Detach Rail flashlight holder
 Command Arms Accessories Triple Rail Mount

MATERIALS

The items furnished shall be new, unused or the latest model in production as offered to commercial trade and shall be of the highest quality as to materials and workmanship used. Manufacturer furnishing these items shall be experienced in the design and construction of such items and shall furnish evidence of having supplied similar items which have been in successful operation. The bidder shall be an established supplier of the items bid.

BIDDER'S [COMPANY] NAME _____

WARRANTIES

- A. The COMPLETE unit, without limitation, will be guaranteed against defects in material and workmanship for a term not less than twelve (12) months, or the Manufacturer's standard warranty, whichever is longer. All Texas statutes and case law with regard to implied warranty shall apply. REFER TO ITEM 1, SECTION F, "EVALUATION FACTORS FOR AWARD".
- B. The City's warranty is not an optional item, it is a mandatory item. In the event that a manufacturer of the unit or of component parts of the unit only provides an extended or optional warranty (which meets or exceeds the City's warranty) when the cost of this extended or optional warranty is in addition to their standard warranty, then the Contractor shall include the cost of this extended or optional warranty in the base price of the unit.
- C. **Warranty details must be submitted with bid.**
- D. All warranties shall run from the date of installation of the part in a unit.
- E. All warranties to cover all field repairs, labor, parts and transportation for return of goods, or to a repair facility. Warranty re-work, shall be accomplished in the same time as the original required service time set forth in **SECTION A** of the Contract.
- 1A. PARTS: Manufacturer's standard warranty, copy to be submitted with offer.

_____ [time or other limits]
- 1B. SERVICE LABOR: Dealers standard service warranty as offered to commercial customers, and, or the component or sub-assembly, Manufacturer's Service Warranty. Copies of applicable warranties must accompany your offer.

[time or other limits]

EXCEPTION TO SPECIFICATIONS

Except as set forth below, the Offeror agrees it will perform the services under this Solicitation to the minimum standards set forth in Paragraph 1 of these Specifications (Section B).
OFFEROR TAKES THE FOLLOWING EXCEPTIONS TO THE SPECIFICATIONS SET FORTH ABOVE:

(Attach additional pages if needed)

SIGNATURE OF COMPANY REPRESENTATIVE (ONLY NEEDED IF TAKING EXCEPTION)

REQUESTS FOR CLARIFICATION

In order to meet the City's schedule for awarding this requirement it is extremely important that requests for clarification or additional information, or requests for a change in the specifications, be submitted in writing no later than ten calendar days prior to bid opening date. Each vendor submitting questions shall clearly address each question by reference to a specific section, page and item of this solicitation. Questions submitted after this date may not elicit a response.

CONTRACT ADMINISTRATOR CONTACT INFORMATION

DENIESE BAISLEY
PROCUREMENT ANALYST

Fax: (915) 541-4347

Email: BAISLEYDX@elpasotexas.gov

City of El Paso
Financial Services Department/Purchasing Division
2 Civic Center Plaza, 7th Floor
El Paso, TX 79901-1196
Attn: DENIESE BAISLEY

Please refer to Bid Number/Contract Number and Title in all correspondence.

It is the vendor's responsibility to follow up and make certain that the City of El Paso Purchasing Division received the request. Vendors shall promptly notify the City of El Paso Purchasing Division of any ambiguity or inconsistency which they may discover upon examination of a solicitation document. During the bid process, vendors shall not contact any City staff except those designated in the text of this solicitation or in subsequent documentation. Non-compliance with this provision may result in rejection of the offer involved.

SECTION C **CONTRACT CLAUSES**

1. TYPE AND TERM OF CONTRACT

This is a fixed-price, single purchase (One-Time) Contract under which the City shall order all of its supplies and/or services described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

Further, the City is soliciting an option to purchase additional quantities should the need arise [See Section A, "OPTION TO PURCHASE ADDITIONAL QUANTITY OF ITEMS"].

This agreement shall commence on the date the Contractor receives a written NOTICE OF AWARD. Delivery of the NOTICE OF AWARD shall be by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.

2. INVOICES & PAYMENTS

- A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the Contract Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04]

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6. WARRANTY-PRICE

A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

8. TERMINATION [Rev. 06/07/97]**A. Termination for Convenience**

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the *UNIFORM COMMERCIAL CODE* including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

BIDDER'S [COMPANY] NAME

2010-057 POLICE WEAPONS - M-4 CARBINE STYLE RIFLES

SECTION C, PAGE: 2

13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

18. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Manager of Purchasing determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

20. COMPREHENSIVE GENERAL LIABILITY INSURANCE

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

\$1,000,000.00 – Per Occurrence
 \$1,000,000.00 – General Aggregate
 \$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso
 Financial Services Department/Purchasing Division
 2 Civic Center Plaza, 7th Floor
 El Paso, Texas 79901-1196
 Attn: DENIESE BAISLEY, PROCUREMENT ANALYST

Please refer to Bid Number/Contract Number and Title in all correspondence.

Failure to submit insurance certification may result in contract cancellation.

21. WORKERS' COMPENSATION

For the duration of this contract and any extension hereof, Contractor shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law: \$500,000.00. Out-of-state Contractors that provide goods through US mail, UPS, etc. are exempt from this requirement.

22. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

DENIESE BAISLEY
 PROCUREMENT ANALYST
 Telephone: (915) 541-4263
 Fax: (915) 541-4347
 Email: BAISLEYDX@elpasotexas.gov

Mail correspondence should be addressed to:

City of El Paso
 Financial Services Department/Purchasing Division
 2 Civic Center Plaza, 7th Floor
 El Paso, TX 79901-1196
 Attn: DENIESE BAISLEY, PROCUREMENT ANALYST

Please refer to Bid Number/Contract Number and Title in all correspondence.

BIDDER'S [COMPANY] NAME _____

23. CONTRACTOR TO PACKAGE GOODS

The Contractor will package goods according to good commercial practice. Each shipping container will be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order; (c) Container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. The Contractor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.

24. SHIPMENT UNDER RESERVATION PROHIBITED

The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

25. TITLE & RISK OF LOSS

The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.

26. RIGHT OF INSPECTION

The City will have the right to inspect the goods at delivery before accepting them.

27. DELIVERY TERMS AND TRANSPORTATION CHARGES

F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City will have the right to designate what method of transportation will be used to ship the goods.

28. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of his intention to cure and may then make a conforming tender within the contract time but not afterward.

29. PLACE OF DELIVERY

The place of delivery will be that set forth in the solicitation. The terms of this contract are "no arrival, no sale."

30. WARRANTY-PRODUCT

The Contractor will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of the City. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.

31. SAFETY WARRANTY

Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

32. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured according to the specifications attached to this contract will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will the City be liable to the Contractor for indemnification if Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of this contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will save the City harmless (if the Contractor in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void except that the City will pay the Contractor the reasonable cost of his search as to infringements).

SECTION D

REPRESENTATIONS AND CERTIFICATIONS

1. REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENT:

By submitting this offer, the offeror:

- a. Represents that to the best of its knowledge they are not indebted to the City of El Paso. **The City will consider any outstanding indebtedness to the City, including delinquent property taxes, a factor in evaluating the responsibility of the low responsive offeror;** and
- b. Certifies that it does not and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation, and that it will abide by the Minority Business Enterprise Program of the City of El Paso.
- c. Acknowledges that it has read and understands the requirements of the specifications and all other provisions of this solicitation.

2. NOTICE TO OFFERORS

The City of El Paso Financial Services Department/Purchasing Division does not maintain an automated list of current vendors. However, every reasonable effort is made to assure that interested parties are made aware of appropriate solicitations; however, we cannot guarantee 100% accuracy.

All City Formal Solicitations are advertised in The El Paso Times with the advertisements appearing every Tuesday. All solicitations are advertised twice with the first advertisement appearing at least two weeks prior to the due date for the offers. It is recommended that interested parties check The El Paso Times every Tuesday morning, sign up for purmail notifications, and/or check the web site frequently for solicitation information and updates. Registration to receive weekly purmail notifications is free and available at http://www.elpasotexas.gov/financial_services/register.asp.

3. REQUIRED FORMS:

All offerors are requested to complete the following forms:

FORMS APPEAR ON THE FOLLOWING PAGES

CITY OF EL PASO

FOR OFFICE USE:

FINANCIAL SERVICES DEPARTMENT / PURCHASING DIVISION

____ Add

2 CIVIC CENTER PLAZA, 7TH FLOOR

____ Delete

EL PASO, TEXAS 79901-1196

____ Change

FAX # (915) 541-4347

____ Update

TELEPHONE # (915) 541-4179

____ Vendor Number

PLEASE TYPE OR PRINT

1. BUSINESS MAILING ADDRESS: (All Offers, Purchase Orders and Correspondence)

Business Name and Street Address_____
City_____
State_____
Zip_____
Telephone_____
Fax_____
E-Mail Address:

2. REMITTANCE ADDRESS:

Business Name and Street Address_____
City_____
State_____
Zip_____
Telephone_____
Fax_____
E-Mail Address:

3. PHYSICAL ADDRESS IF DIFFERENT:

Business Name and Street Address_____
City_____
State_____
Zip_____
Telephone_____
Fax_____
E-Mail Address:

4. ☐ Manufacturer or Producer
☐ Wholesaler
☐ Retailer
☐ Franchised Distributor
☐ Factory Representative
☐ Other _____
☐ Large Business
☐ Small Business

- ☐ Disadvantaged Business Enterprise
☐ Asian - Pacific American
☐ Black American
☐ Hispanic American
☐ Native American
☐ Woman Owned Business
☐ Handicapped
☐ Local Business Enterprise
☐ HUB State Certified Historically
Underutilized Business
(please furnish copy of Certification)

[SEE NEXT PAGE FOR DEFINITIONS]

BIDDER'S [COMPANY] NAME _____

2010-057 POLICE WEAPONS - M-4 CARBINE STYLE RIFLES

SECTION D, PAGE: 2

DEFINITIONS:**SMALL BUSINESS CONCERN:**

Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS ENTERPRISE:

At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

WOMAN-OWNED BUSINESS:

At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED:

At least fifty-one percent [51%] owned by a person or persons with an orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE

A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]

A Business Enterprise, which has been granted a Certificate by the State of Texas, as a Historically Underutilized Business.

The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Comptroller of Public Accounts (CPA), HUB Program, 1711 San Jacinto Ave, P.O. Box 13186, Austin, Texas 78711. The City encourages you to contact the State if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts. I understand that my failure to respond to three (3) solicitations for any one class of items could cause the City of El Paso Financial Services Department/Purchasing Division to discontinue sending solicitations for that particular class. I also understand it is my responsibility to inform City of El Paso Financial Services Department/Purchasing Division in writing of any changes to this application; i.e., change of address, change of class etc. The City of El Paso does not guarantee you will receive all solicitations in your business categories. Notices of Solicitations are posted in the Financial Services Department/Purchasing Division, at the Chamber of Commerce, El Paso Hispanic Chamber of Commerce and at The Procurement Outreach Center, as well as being published in the official designated newspaper.

Signature of Person Authorized to Sign Application

Title

Date

BIDDER'S [COMPANY] NAME _____

The City of El Paso Financial Services Department/Purchasing Division is requesting information to update vendor records and to fulfill IRS requirement that taxpayer identification numbers (EID or Social Security) and certification be on file with the City. Failure to provide this information may require the City to withhold 20% of payments due you or your firm and pay that amount directly to the IRS.

CITY OF EL PASO
FINANCIAL SERVICES DEPARTMENT / PURCHASING DIVISION
2 CIVIC CENTER PLAZA, 7TH FLOOR
EL PASO, TEXAS 79901-1196
Tel. No. (915) 541-4308 Fax No. (915) 541-4347

BUSINESS ORDERING ADDRESS FIRM NAME:	BUSINESS BILLING ADDRESS FIRM NAME:
ADDRESS:	ADDRESS:
CITY / STATE / ZIP CODE	CITY / STATE / ZIP CODE:
TELEPHONE:	FAX:
E-MAIL ADDRESS	
<p>EIN OR SSN: _____ INCORPORATED IN STATE OF:</p> <p>PARTNERSHIP: GENERAL <input type="checkbox"/> OR LTD. <input type="checkbox"/>;</p> <p>SOLE PROPRIETORSHIP <input type="checkbox"/>; JOINT VENTURE <input type="checkbox"/>;</p> <p>OTHER: _____.</p> <p>1. I certify under penalty of perjury that the tax identification number is correct.</p> <p>2. I certify under penalty of perjury that I am not subject to backup withholding.</p> <p>AUTHORIZED SIGNATURE: _____ DATE _____</p> <p>PRINT NAME & TITLE _____</p>	

BIDDER'S [COMPANY] NAME _____

CERTIFICATION OF NON-COLLUSION

SOLICITATION TITLE: NO: 2010-057 POLICE WEAPONS - M-4 CARBINE STYLE RIFLES
POLICE DEPARTMENT

The Bidder, being sworn, deposes and says, _____, the Bidder, submitting this bid, and that its agents, officers or employers have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or with any City official.

Company Name

Signature

Printed Name

Title

Date

FINANCIAL SERVICES PURCHASING DIVISION BUSINESS NAME AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. My name is _____. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.

2. I am an authorized representative of the following company or firm:

3. Listed below are all the names the company/firm uses and has used in the past and I attest that all such names describe the company currently submitting a response to Solicitation No. 2010-057.

4. In addition to completing this Affidavit, I have included a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (Copy of DBA certificate if the bidder/proposer used a trade name in the Solicitation documents is other than the name under which company was organized).

5. **Note: This bidder understands that by providing false information on this Affidavit, it may be considered a non-responsible bidder on this and future solicitations and may result in discontinuation of any/all business with the City of El Paso.**

SIGNATURE

SUBSCRIBED AND SWORN to before me on this _____ day of _____, _____.

NOTARY PUBLIC

PRINT NAME

MY COMMISSION EXPIRES

BIDDER'S [COMPANY] NAME _____

2010-057 POLICE WEAPONS - M-4 CARBINE STYLE RIFLES

SECTION D, PAGE: 6



**City Of El Paso
Financial Services Department – Purchasing Division**

INDEBTEDNESS AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter “**Affiant**”), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Affiant is an authorized representative of the following company or firm: _____ [Contracting Entity’s Corporate or Legal Name] (hereafter, “**Contracting Entity**”).
3. Affiant is submitting this affidavit in response to the following bid: *Solicitation No. 2010-057 POLICE WEAPONS - M-4 CARBINE STYLE RIFLES- POLICE DEPARTMENT*, which is expected to be in an amount that exceeds \$50,000.00.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

For Profit Entity (select below):

- ☐ Sole Proprietorship
- ☐ Corporation
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Joint Venture
- ☐ Limited Liability Company
- ☐ Other (Specify type in space provided below):

For Non-Profit Entity (select below):

- ☐ Non-Profit Corporation
- ☐ Unincorporated Association

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

Contracting Entity:

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	
Federal Tax ID Number	
Texas Sales Tax Number	

BIDDER’S [COMPANY] NAME _____

5% Owner(s) ** (If none, state "None"):

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	

**Attach additional pages if necessary to supply the required names and addresses.

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "**City**"), the City may refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the City.
7. Affiant understands that the term "**Debt**" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
8. Affiant understands that the term "**Delinquent**" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.

SUBSCRIBED AND SWORN to before me on this

Signature

_____ day of _____, 20____.

Notary Public

Printed Name

Commission Expires

BIDDER'S [COMPANY] NAME _____

SUBCONTRACTOR AND/OR SUPPLIER IDENTIFICATION

The Bidder shall indicate below the name of each subcontractor and/or supplier the bidder will use in the performance of the contract. The Bidder shall specify the work to be performed by the subcontractor or the materials to be provided by the supplier. Any changes in subcontractor and/or supplier listed below shall require prior approval by the Purchasing Office.

Name, Address & Phone Number	Service / Supplies

RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE

Complete the following form or, if submitting a separate document, restate each question and heading, as written, and provide response.

1. Name/Name of Agency/Company: _____

2. Address: _____

3. Telephone/FAX: _____

4. E-Mail Address: _____

5. Federal Identification No: _____

6. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its contract?

Yes _____ No _____

7. Is your Company authorized and/or licensed to do business in Texas?

Yes _____ No _____

8. Where is the Company's corporate headquarters located?

a. Does the Company have an office located in El Paso, Texas?

Yes _____ No _____ Address: _____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its El Paso office?

_____ (years) _____ (months)

c. State the number of full-time employees at the El Paso office. _____

9. a. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes _____ No _____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

b. Has your company ever been terminated from a contract? Yes _____ No _____
If yes, please explain:

c. Has your company ever been terminated for default? Yes _____ No _____
If yes, please explain:

SECTION E

NOTICES AND INSTRUCTIONS TO OFFERORS

1. SIGNATURE OF OFFER BY PERSON AUTHORIZED TO SIGN

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the OFFER portion of the SOLICITATION, OFFER AND AWARD form, or to include a substitute signed document binding the offeror, will be the basis for declaring a bid non-responsive.

2. REQUIRED NUMBER OF COPIES

Offer (bid or proposal) must be submitted in original form with one additional copy, unless otherwise stated in Section B.

3. OFFER SUBMISSION INSTRUCTIONS

OFFER MUST BE SEALED WHEN PRESENTED TO THE PURCHASING DIVISION. Offers will be received by the City of El Paso until **2:00 P.M., local time, on WEDNESDAY, NOVEMBER 11, 2009.** Bids will be publicly opened and read; proposals will be announced.

THE CITY DOES NOT PROVIDE ENVELOPES FOR THE PURPOSE OF SUBMITTING OFFERS.

4. ADDRESSING INSTRUCTIONS

The envelope containing the offer must be addressed as follows:

CITY OF EL PASO
FINANCIAL SERVICES DEPT/PURCHASING DIVISION
2 CIVIC CENTER PLAZA, 7TH FLOOR
EL PASO, TEXAS 79901-1196
ATTN: PURCHASING MANAGER

Also, write the **BID NUMBER**, **BID TITLE**, and **BID OPENING DATE** clearly on a visible section of the envelope.

5. LABELING OF BIDS [Rev 6/15/05]

The Due Date and Solicitation Number must be written on the outside of the package containing the offer. The City Purchasing Division may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their sealed bids and to fully avail themselves of the sealed bid process.

6. OFFERER DELIVERY RESPONSIBILITY

Bids received at the Purchasing Office after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc. deliver packages addressed to the Purchasing Manager directly to the Purchasing Division. U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City Hall and may or may not be delivered by the Mail Room to the Purchasing Division by the time and place bids are opened. The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

7. DESCRIPTIVE LITERATURE

Descriptive literature, where applicable, containing complete specifications or other information sufficient for the City to determine compliance with the specifications must accompany each bid, in DUPLICATE. If an offeror wishes to furnish additional information more sheets may be added.

8. OFFER DOCUMENTS, SUPPORTING LITERATURE AND RELATED DATA

Related data, where applicable, will be made part of the bid. All documents, literature and related data submitted as an offer become the property of the City of El Paso.

9. ALTERNATE OFFERS

Alternate offers may be submitted if they meet the minimum requirements of the specifications. For full consideration all necessary technical data will be furnished with such alternate bids so proper evaluations can be made.

10. SOLICITATION CHANGES OR CLARIFICATIONS

Requests for changes or clarifications to this solicitation are welcomed by the Purchasing Division for its consideration, provided the requests are made in writing and received at least ten calendar days before the bid opening date. Requests received after that time may not elicit a response. Refer to REQUESTS FOR CLARIFICATION in Section B for more details.

11. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

All Amendments will be acknowledged on the *Solicitation of Offers* form (first page of this bid). Failure to do so may cause the bid to be rejected.

12. BID PREPARATION COSTS

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified.

13. DEFINITION OF COMPLETE

The word "complete" means that each proposed unit of equipment will include all appurtenances, fasteners, parts, accessories and services ordinarily catalogued.

14. ADDITIONAL INFORMATION

For further procedural information concerning this Invitation for Bids contact the point of contact for contract administration (refer to CONTRACT ADMINISTRATION in Section C for contact details).

BIDDER'S [COMPANY] NAME _____

2010-057 POLICE WEAPONS - M-4 CARBINE STYLE RIFLES

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15. ACCEPTANCE OR REJECTION OF BIDS

The City reserves the right to accept or reject any or all bids, to waive all minor technicalities, and to accept the bid or bids determined to be the most favorable to the City. Additionally, the City may accept a bid subject to an exception if, in the sole judgment of the City, the bid meets or exceeds the City's specifications.

16. TIME AND PLACE OF OPENING

Offers will be opened and read in Council Chambers, Second Floor, City Hall, shortly after 2:00 p.m. on opening day. However, you are cautioned that offers must be received in the Purchasing Division, before the time stated in item #3 above.

17. NOTICE TO NONRESIDENTS

Offers received from nonresidents (bidders whose principal place of business is not in the State of Texas) must be lower than offers from Texas bidders by the same amount that a Texas bidder would be required to underbid a resident bidder, to obtain a comparable contract, in the state in which a nonresident bidder's business is located. This paragraph does not apply to contracts involving federal funds.

18. ROUNDING

Except those commodities normally priced to four decimal places, bids submitted beyond two decimals will be rounded off to the nearest cent.

19. UNIT PRICES

In the event of a discrepancy between the unit price offered, and the extension thereof, the unit price shall prevail.

20. TIE BIDS [REV. 06/10/97]

In case of a tie, the successful bid will be determined by lot unless the principal place of business of one, but not more than one, of the parties to the tie is located in the City of El Paso in which case the award will be made to the local vendor.

21. BID RESULTS

Any questions concerning bid results should be directed to the point of contact for contract administration.

22. BID TABULATIONS

The point of contact for contract administration will accept requests for a copy of the completed tabulated report of bid results after 1:00 P.M., Friday of the week of bid opening (refer to CONTRACT ADMINISTRATION in Section C for contact details). The bid tab results will also be made available on the City web site at http://www.elpasotexas.gov/financial_services/bid_tabs.asp. No results will be given over the phone.

23. FAILURE TO RESPOND TO SOLICITATIONS

Any offeror who fails to respond to three consecutive solicitations will be purged from the mailing list. It is the offeror's responsibility to remain on the mailing list under his requested commodity classes.

24. TIME

Time of delivery is of the essence.

25. DEBRIEFING REQUESTS

A written request for a debriefing should be directed to the Analyst identified in CONTRACT ADMINISTRATION in Section C within five (5) days after the date of award. Debriefing requests will be scheduled with the appropriate evaluation committee and Purchasing representative.

26. PROTEST/DISPUTE PROCEDURE

Only a bidder who has actually submitted a bid response/proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights.

Protest must be made after the Council agenda has been posted and by 5 p.m. the day before the Council meeting in which the award will be made. The bidder must write a letter to the Purchasing Manager using the phrase "Bid Protest" to the address listed above. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the bid number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Bidder alleges has been violated and the provisions entitling the Protesting Bidder to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Bidder alleges to be a violation of the statutory or regulatory provision that the Protesting Bidder has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

Only the information provided within the protest period will be considered in making a recommendation to Council.

SECTION F
EVALUATION FACTORS FOR AWARD

1. All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.
2. Any award made under this solicitation shall be made to the lowest responsive, responsible bidder, price and other factors considered.
3. Award may be made by line item, by group of items, or one award for all items, whichever is most convenient to the City.
4. Prompt payment discounts will be considered when determining the apparent lowest bidder, providing the City is allowed at least ten (10) days in which to take advantage of the discount.
5. As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) at which the supplies and/or services are offered. Prices that are significantly lower than the mean of all offers and that appear to be unreasonably low may be determined to be evidence of non-responsibility, and cause the Offer to be rejected.